

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement to that certain Loan Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sports Giant, LLC		06/30/2009	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Royal Bankof Canada
Street Address:	200 Bay Street
Internal Address:	Royal Bank Plaza
City:	Toronto
State/Country:	CANADA
Postal Code:	M5J 2J5
Entity Type:	chartered bank: CANADA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3301584	EPUCK.COM
Registration Number:	3347094	EPUCK.COM
Registration Number:	3301586	EVERYTHING BUT THE ICE
Registration Number:	2752557	GAMEROOMGIANT
Registration Number:	2752556	GAMEROOMGIANT.COM
Registration Number:	2103998	GEAR ROLLER HOCKEY
Registration Number:	2682997	HOCKEYGIANT
Registration Number:	2682998	HOCKEYGIANT.COM
Registration Number:	2781554	HOMERUNGIANT
Registration Number:	2750003	HOMERUNGIANT.COM
Registration Number:	2731648	LACROSSEGIANT
Registration Number:	2713206	LACROSSEGIANT.COM
Registration Number:	2792337	SPORTSGIANT

OP \$365.00 3301584

Registration Number:	2792336	SPORTSGIANT.COM
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CORRESPONDENCE DATA

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2147581500
Email: estafford@pattonboggs.com
Correspondent Name: Elizabeth Stafford, IP Specialist
Address Line 1: 2001 Ross Avenue; Suite 3000
Address Line 2: Patton Boggs LLP
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	026701.0106
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Liz Stafford, Senior IP Specialist
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Signature:	/Liz Stafford, Senior IP Specialist/
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Date:	07/02/2009
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Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2009, is made by **SPORTS GIANT LLC**, a California limited liability company ("Grantor"), in favor of **ROYAL BANK OF CANADA**, a Canadian chartered bank (together with its successors and assigns, "Grantee"), acting through a branch located at One Liberty Plaza, New York, New York.

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof (the "Effective Date") by and between Grantor and Grantee (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Grantee has agreed to make the Loan to Grantor; and

WHEREAS, Grantor owns the trademark registrations and trademark applications listed on Schedule I annexed hereto, and is a party to the trademark licenses listed on Schedule I annexed hereto; and

WHEREAS, pursuant to the Loan Agreement, the Grantor has granted to the Grantee a security interest in all Property of the Grantor including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark Licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **Defined Terms.**

(a) "Trademarks" shall mean all of Grantor's now existing or hereafter acquired right, title and interest in and to all forms of proprietary rights recognized by the government of any state or country with respect to any word, name, logo, symbol or device, or any combination thereof, used as trademarks, service marks, certification marks, collective marks, or other indicia of origin or ownership, and including, without limitation, all common law marks, registered marks, applications therefor, and intent-to-use applications.

(b) "Trademark Licenses" shall mean all of Grantor's now existing or hereafter acquired right, title and interest in and to any agreement: (i) granting any rights in, to, or under any Trademarks, or (ii) otherwise including a waiver of, or any promise or covenant not to bring, a claim of infringement, dilution, or unauthorized use with respect to any Trademarks.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. **Grant of Security Interest in Trademark Collateral.** Grantor hereby grants to Grantee a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses against assignment to which it is a party including those referred to on Schedule I hereto;

- (b) all renewals or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **Representations and Warranties.** Grantor covenants and warrants that as of the Effective Date and thereafter:

- (a) The Trademark Collateral is existing, valid, and enforceable;
- (b) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark Collateral, free and clear of any Liens, charges and encumbrances, (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Grantor not to sue third persons, expressly relating to such Trademark Collateral);
- (c) Grantor has the corporate power and authority to enter into this Trademark Security Agreement and perform its terms; and
- (d) Grantor has used, and will continue to use for the duration of this Trademark Security Agreement, proper statutory notice, where appropriate, in connection with its use of the Trademark Collateral; and
- (e) Grantor shall not abandon, disclaim, or dedicate to the public the Trademark Collateral.

4. **Loan Agreement.** The pledge and assignment of, and the grant of a security interest in, the Trademark Collateral by the Grantor under this Agreement secure the payment of all Obligation of the Grantor now or hereafter existing under or in respect of the Loan Agreement whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by the Grantor to the Lender under the Loan Agreement but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantor. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. **Authorization to Supplement.** If Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Grantee with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Grantee unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or

detract from Grantee's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. **Recordation.** The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.


7. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

8. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank; signatures follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SPORTS GIANT LLC
a California limited liability company

By: 
Name: STUART WILSON
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

ROYAL BANK OF CANADA

By: Dustin Craven
Name: Dustin Craven
Title: Attorney-in-Fact

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

United States:

Mark (Class)	Reference No.	Application No.	Application Date	Status	Registration No.	Registration Date
EPuck.com (35)	S11629	77/112,543	2/21/07	REG	3,301,584	10/2/07
EPuck.com & Design (in color) (35)	S11630	77/112,580	2/21/07	REG	3,347,094	12/4/07
EVERYTHING BUT THE ICE (35)	S11631	77/112,596	2/21/07	REG	3,301,586	10/2/07
GAMEROOMGIANT (35)*	S7061	76/456,383	10/3/02	REG	2,752,557	8/19/03
GAMEROOMGIANT.COM (35)*	S7062	76/456,382	10/3/02	REG	2,752,556	8/19/03
GEAR ROLLER HOCKEY & Design (25, 28)	S7366	75/006,307	10/16/95	REG	2,103,998	10/7/97
HOCKEYGIANT (35)	S6221	76/349,655	12/19/01	REG	2,682,997	2/4/03
HOCKEYGIANT.COM (35)	S6222	76/349,658	12/19/01	REG	2,682,998	2/4/03
HOMERUNGIANT (35)+	S7057	76/456,385	10/3/02	REG	2,781,554	11/11/03
HOMERUNGIANT.COM (35)^	S7058	76/456,384	10/3/02	REG	2,750,003	8/12/03
LACROSSEGIANT (35)	S6632	76/407,051	5/9/02	REG	2,731,648	7/1/03
LACROSSEGIANT.COM (35)≠	S6633	76/407,050	5/9/02	REG	2,713,206	5/6/03
SPORTSGIANT (35)	S6219	76/349,657	12/19/01	REG	2,792,337	12/9/03
SPORTSGIANT.COM (35)	S6220	76/349,656	12/19/01	REG	2,792,336	12/9/03

*marks to be abandoned 2/19/2010
+mark to be abandoned 5/11/2010
^mark to be abandoned 2/12/2010
≠mark to be abandoned 11/6/2009

Canada:

Mark (Class)	Reference No.	Application No.	Application Date	Status	Registration No.	Registration Date
GAMEROOMGIANT	TM1148-002	1156007	10/17/02	REG	615,519	7/22/04

Trademark Security Agreement
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Mark (Class)	Reference No.	Application No.	Application Date	Status	Registration No.	Registration Date
GAMEROOMGIANT.COM	TM1149-002	1156008	10/17/02	REG	615,543	7/22/04
HOCKEYGIANT	TM1142-002	1156012	10/17/02	REG	615,679	7/26/04
HOCKEYGIANT.COM	TM1143-002	1156011	10/17/02	REG	615,678	7/26/04
HOMERUNGIANT	TM1144-002	1156004	10/17/02	REG	615,521	7/22/04
HOMERUNGIANT.COM	TM1145-002	1156006	10/17/02	REG	615,520	7/22/04
LACROSSEGIANT	TM1146-002	1156009	10/17/02	REG	615,677	7/26/04
LACROSSEGIANT.COM	TM1147-002	1156010	10/17/02	REG	615,542	7/22/04
SPORTSGIANT	TM1140-002	1156005	10/17/02	REG	631468	1/28/05
SPORTSGIANT.COM	TM1141-002	1156013	10/17/02	REG	631328	1/27/05

Australia:

Mark (Class)	Reference No.	Application No.	Application Date	Status	Registration No.	Registration Date
HOCKEYOVERSTOCK (23, 28, 35)	TM1405-001	1212635	11/26/07	REG	1212635	7/14/08

TRADEMARK APPLICATIONS

Canada:

Mark (Class)	Reference No.	Application No.	Application Date	Status	Registration No.	Registration Date
CANADA'S HOCKEY GIANT	TM1131-002	1399727	6/16/08	PEN		

TRADEMARK LICENSES

None.

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